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CHECK SHEET

A FINALIZED GRANT MUST INCLUDE THE FOLLOWING

G	Application Title Page (original signatures)	✓
G	Goals	✓
G	Objectives	✓
G	Line item budget	✓
G	Budget narrative (detailed)	✓
G	Certified Assurances (original signatures)	✓
G	Compliance Certification (original signature)	✓
G	One original of the completed application	✓

STATE OF NEVADA EMERGENCY RESPONSE COMMISSION
Fiscal Year 2010 Grant Application
University of Nevada Las Vegas

Applicant Gary B. Snodgrass

Agency: University of Nevada Las Vegas

Address: 4505 Maryland Parkway

Las Vegas, NV

Zip: 89154-1042 Phone No.: 702-895-0463

702-895-4690

E-mail

gary.snodgrass@unlv.edu

Address

Name of Jim O'Brien

LEPC Chair:

Fiscal Officer:

Phone No:

Fax No.:

Budget Summary:

Planning	Training	Equipment	TOTAL
\$	\$	\$30000.00	\$30000.00

UNLV APPROVAL:

On behalf of the UNLV Emergency Response Program I certify this organization has reviewed the grant application and agree to abide by the Federal and State procedures which are related to the acceptance of funds.

Gary B. Snodgrass, Manager, Environmental
Management and Laboratory Safety

(Print Name & Title of UNLV Responsible Official)


(UNLV Responsible Official Signature)

3-10-09
Date:

The following are UNLV's Grant Criteria as required by the SERC Application Grant Kit:

I. Goals - UNLV has been developing its emergency preparedness and response program for the last 3 years. Our specific goals for emergency response are to maintain the capability to respond to any emergency on campus, accurately assess the hazards associated with a hazardous substance incident and take action to protect students, faculty and other people in the area, including laboratories and other facilities on campus. Action to protect people includes entering a dangerous atmosphere to extract someone out who may be overcome by dangerous vapors, prior to the arrival of the Clark County Fire Department. UNLV completed development and approval of the Hazardous Substance Emergency Response Plan on October 9, 2008. To meet our written plan, and more importantly to improve our preparedness and our capability for hazardous substance response, we are in dire need of updating our equipment, specifically our personnel protective equipment and our chemical identification tools. At this time we would not request funding for planning or training, but only for a good quality chemical identification instrument. UNLV has accomplished a considerable amount of planning within its current budget. Our prior development and planning has included a review and analysis of the hazardous substances on two campuses, which includes hazards associated with more than 75000 chemicals in the inventory. As part of our preparedness we have done a risk assessment, and accomplished the development of the UNLV Hazardous Substance Emergency Response Plan. In addition, we have worked closely with the UNLV Public Safety Office, Police Services to coordinate our response capability, review our plan and ensure that our notification process is in place and working properly. Within our Risk Management and Safety Department is the Environmental Management and Laboratory Safety program in which our Emergency Response program resides organizationally. The planning and day-to-day activities that we do for the program are provided for in current funding and we are, therefore, not requesting funding for planning. Equipment, however, is not funded and is not likely to get funded for several years due to the budget problems. In order for our team to acquire the necessary tools for emergency response, we will require outside funding. Our team consists of 5 primary hazardous substance response team members, responding to Hazardous Substances including EPA CERCLA substances defined in 40 CFR, Hazardous Materials as defined in 49 CFR and Hazardous Waste incidents as defined in 40 CFR part 261, as well as petroleum spills. In addition, we have three industrial hygiene personnel that are being trained in hazardous substance response operations in the summer of 2009 and three radiological technicians/scientists that have extensive radiation training and experience and will be trained in hazardous substance response operations, also in the summer of 2009.

Our two highest priorities for our emergency response program are personnel protective equipment (PPE) and detection equipment. Our SCBA tanks are nearing the end of their lifetime 15 year lifetime and must be replaced. There are eight of them. In addition, one of the masks does not fit one of our team members and we need to replace it. For this highest priority we are using available funding to bring our SCBA equipment up to par and are not requesting funding for the SCBA equipment.

The other of our highest priorities is the purchase of a handheld detection and identification instrument for organics. The biggest hazards on campus are organic reagents found in virtually every building, especially the science buildings of which there are 10. Often, chemicals are

poured into secondary containers and not identified. We need a good quality handheld instrument to identify such chemicals in emergencies and also for preparedness activities to conduct characterization for risk assessment. The instrument that we have identified for this is the AHURA Defender, which is a Raman Spectroscopic handheld detector with the capability to identify chemicals through glass containers. The cost of this instrument is \$34,000.

II. Objectives - UNLV objectives are to build a strong preparedness program, better defining hazards, continually revising our hazards assessment for the many unknown chemicals and wastes on campus, at several locations including UNLV Main Campus, Shadow Lane Campus, Sam Boyd Stadium and Nevada State College in Henderson. In addition, we have the requirement and capability to mitigate hazards resulting from campus incidents. Spills in laboratories, especially organic solvents and mineral acids or bases, may not start out as incidents requiring response from CCFD. Specifically, incident reporting and notification may not indicate the severity of the problem and, thus, would not trigger a response from CCFD. However, upon arrival, incidents are often either worse than reported or escalate to what could be IDLH levels. To better enable our mitigation teams to reduce risks to our campus public, we have to have the capability to characterize the hazards. Our specific objective here is to determine unknowns, characterize wastes that spill and to ensure that we have the capability to identify mixtures that result from accidents. This emphasizes the need for the chemical detector and identification instrument.

III. Line Item Budget – The following is the itemized budget for this request.

First Defender Detection Instrument	34000.00
UNLV funding provided	<4000.00>
Budget request	30000.00

Note: UNLV intends to make up the difference

IV. Budget Narrative

Equipment

Detection Instrument

UNLV does not have a good detection and identification instrument for characterization of hazards at its many facilities. We have identified an instrument, the First Defender from AHURA, Inc. which is an instrument which can detect and identify a large array of organic and inorganic chemicals. The instrument is used widely by emergency response organizations including law enforcement agencies in Las Vegas. It is a Raman Spectroscopy based instrument equipped with a laser detection system which can accomplish detection from a distance. This would enable our teams to characterize incidents and better manage spills and other releases.

Certified Assurances

A. Financial Reports - The grantee is an Organization of the State of Nevada Government. All reporting is made in accordance with the applicable regulations and SERC Policies 8.5 and 8.6. No expenditures or obligations are being made prior to award. All funds will be obligated well prior to the end of the grant period. In addition:

1. Request for Advance: No advance funding is requested.
2. Report of Expenditure of Advance. No advance funding will be received.
3. Request for reimbursement: All financial reports will be submitted for all expenditures with proof of payment.
4. Quarterly Report: All quarterly reports required will be submitted. It is expected that there will be only one and it will be submitted in the appropriate quarter.
5. Final Report: A final report will be submitted as required.
- 6.

B. Exercise Report: An exercise report will be submitted for each exercise conducted.

C. Grant Change Request: Any changes would only be on training locations and minor equipment changes. No major changes will be made. If there are any changes to be made, they will be requested prior to execution.

D. UNLV certifies that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction from any federal department or agency.

E. UNLV assures that the fiscal accountability of the funds received from the State Emergency Response Commission will be managed and accounted for by its comptroller and that internal control and authority to ensure compliance with SERC's documentation, record keeping, accounting, and reporting guidelines will reside with that individual.

F. UNLV and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.

G. UNLV will abide by the audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.

H. Any publication (written, visual, or audio) issued by UNLV funded whole or in part with federal funds, shall contain the following statement:

"This program was supported by Grant #__NA____, awarded by the Nevada State Emergency Response Commission (and, if a HMEP grant, the U.S. Department of Transportation). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position of policies of the State Emergency Response Commission (and, if a HMEP grant, U.S. Department of Transportation).

I. UNLV fully understands the State Emergency Response Commission has the right to suspend, terminate, or de-obligate grant funds to any grantee/sub-grantee that fails to conform to the requirements

or the terms and conditions of its grant award.

J. Lobbying - No grant funds appropriated will be paid, by or on behalf of UNLV to any person for influencing or attempting to influence and officer, employee, or a member of Congress, or an officer, employee, or any member of the Nevada State Legislature.


K. Project Related Income shall be used for the purpose of furthering the goals of objectives of the UNLV emergency response program for which the income was granted. Interest earned will be returned to the State Emergency Response Commission.

ORIGINAL SIGNATURES REQUIRED

GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)

NAME (PRINT): Gary B. Snodgrass

TITLE: MANAGER, ENVIRONMENTAL MANAGEMENT AND LABORATORY SAFETY,
RISK MANAGEMENT & SAFETY DEPARTMENT, UNIVERSITY OF NEVADA LAS VEGAS

SIGNATURE: 

DATE: 3-10-2009

MAR 2009

Nevada
SERC

STATE AGENCY COMPLIANCE CERTIFICATION

The following must be met by State Agencies as requirements for compliance with federal and State laws and regulations, and SERC policies and procedures. This checklist must be completed, signed, and returned with the grant application.

A check mark in the squares on the left will indicate a YES response

☐ Has the head of the State agency prioritized the request and signed the application and Certified Assurances?

☒ Has the agency identified which emergency response plan it operates under and what its role is in that plan?

What Plan? UNLV Hazardous Substance Emergency Response Plan

Role in Plan? UNLV
Responders

☐ Has the plan been reviewed and updates submitted to SERC by January 31st?

Review/update - Date: 2-17-09 Submitted: Submitted to Karen Pabon on 2-17-09

☐ Has the agency identified its role, if any, in the State Hazardous Materials Emergency Response Plan?

Role: No - our Plan is new and we will soon be better integrated into the over County and State plans

☐ If the agency has response capabilities, has it completed & submitted the Level of Response Questionnaire and attachment by January 31st?

Review/update - Date: Submitted: 3-10-09

☐ Have all required reports been submitted to SERC which summarize the financial management of the active grants? There have not been any grants from SERC.

☐ Has an incident or exercise, tabletop or full scale exercise of the hazardous material emergency response plan taken place and report submitted to SERC by January 31st?

No. We conducted an exercise but did not know to report to the SERC. Also, we have had several incidents but

Indicate the date of the most recent exercise:

11-18-08 Reported: incidents but

have not
provided
reports to the
SERC. Now
that I have the
program, I plan
to provide
reports of
incidents and
exercises to the
SERC. G
Snodgrass

As head of the UNLV Environmental Emergency
Response Program, I attest all information provided on
this State Agency Name
compliance certification is accurate.

Ψ Gary B. Snodgrass

Gary B. Snodgrass
Head of State Agency Signature

Date: 03-11-09



Ahura Scientific, Inc.
46 Jonspin Road
Wilmington, MA 01887
978 657 5555
www.ahurascientific.com

February 24, 2009

Gary Snodgrass
University of Nevada Las Vegas
Risk Management & Safety Department
Las Vegas, NV

Dear Gary,

Ahura Scientific, Inc. is pleased to provide you with a quotation for the FirstDefender handheld Raman Spectrometer. The FirstDefender is a significant improvement in the field identification of unknown substances, drug precursors, narcotics, explosives, chemical weapon agents, and toxic industrial chemicals. Raman spectrometers have a number of features beneficial to HazMat and Law Enforcement. The FirstDefender can identify liquid and solid chemicals safely sealed in transparent and semi-transparent materials, including colored glass vials and plastic bags. The system can also be used in a point and shoot mode allowing materials on a surface to be interrogated without direct contact.

The package includes the DecisionEngine™ MX software. This software is an industry first mixture analysis capability that enables the FirstDefender systems to automatically, and reliably resolve mixtures of multiple components. DecisionEngine™ MX effectively increases the identification capability to billions of possible chemical mixtures.

The system weighs less than 4 pounds, is fully water proof to one meter, and has met MIL-STD-810F for shock and vibration. The FirstDefender has been independently tested by the Edgewood Chemical Biological Command (ECBC) for its effectiveness against chemical weapon neat agents and neat agents in the presence of interferents. It has been designed to be operated by personnel in full Level-A gear. A fully charged unit will run for up to five hours. The unit is supplied with a rugged carrying case, 1 additional rechargeable battery, and the accessories to operate the unit.

This quotation includes attached documentation to assist in the justification and purchase of the FirstDefender. If you have any questions please do not hesitate to contact me.

Sincerely,

Scott Fitzpatrick
Product Specialist
Direct: (979) 777-2874
Mobile:

Summary Quotation

Quotation # 2009-SF0225

February 24, 2009

To: Gary Snodgrass
University of Nevada Las Vegas
Risk Management & Safety Department
Las Vegas, NV

From: Ahura Scientific, Inc.
46 Jonspin Road
Wilmington, MA 01887
Scott Fitzpatrick
Product Specialist
(979) 777-2874
sfitzpatrick@ahurascientific.com

FEIN # 01 065 0031

	Product	Base Price	Disc%	Adj. Price	Qty	Extended
1	FirstDefender XLS1	\$34,000.00	0%	\$34,000.00	1	\$34,000.00
2	FD FlexProbe	\$6,500.00	0%	\$6,500.00	1	\$6,500.00
					Total	\$40,500.00

Description	
FirstDefender XLS1	The spectrometer comes with built in computer and Libraries of materials including certain Explosives, Chemical weapons, Toxic industrial chemicals, Toxic compounds, and Narcotics, 2 batteries, battery charger, AC power supply and shipping case. The unit conforms to Military specifications 810F for water and dust resistance and is shockproof when dropped from approximately 4 feet. The FirstDefender has been independently tested for its effectiveness against chemical weapons by the U.S. Army. The unit comes with On-site Training for up to 10 attendees (expires 9 months from date of order) and a 1 year Service period covering product Warranty including next day loaner unit, 24/7 technical support, and Library and Software updates. The system includes the DecisionEngine 2.5 MX software for analysis on chemical mixtures. The FirstDefender XLS comes with Extended Libraries.
FD FlexProbe	Ruggedized flexible fiberoptic extension probe for FirstDefender. Includes 1 year Warranty. FirstDefender must be sent into Ahura Scientific for optical matching of the FlexProbe.

Delivery: 120 days ARO

Terms: Net 30

Shipping Terms: FOB Origin

This quote is valid for 30 days

Please fax orders to 978-642-1133

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2. Price. Unless expressly stated otherwise in a Sales Quote, the price(s) for the Products will be those listed in the accompanying Sales Quote and expire thirty (30) days from the date thereof. Unless expressly stated otherwise in a Sales Quote, prices exclude all insurance, freight, federal, state and local taxes, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by Buyer within 30 days of invoice of the same by Ahura.

3. Shipment. All sales shall be F.C.A. (Incoterms 2000) shipping point. Title (except for software in which case Ahura shall retain title) and risk of loss shall pass to Buyer upon the earlier of delivery of the Products to the Buyer or a carrier for shipment to the Buyer. Ahura will use reasonable efforts to meet requested shipping dates, but will not be liable for any failure to do so. All shipments will be made at Buyer's risk.

4. Payments. Buyer will be invoiced at the time of shipment of each Product. Except as otherwise agreed in writing by Ahura, Buyer shall pay invoices in full within thirty (30) days of the date of invoice. All amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, whichever is lower.

5. Limited Warranty.

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shall be covered by this limited warranty for the remaining warranty period for such Product.

c. Disclaimer. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCTS, THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCTS, SERVICES RELATED THERETO OR THE USE, RESULTS OR DISPOSITION OF THE PRODUCTS. AHURA EXPRESSLY DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL) WITH RESPECT TO THE RESULTS OBTAINED FROM THE PRODUCT. AHURA DOES NOT WARRANT THAT THE USE OF THE PRODUCT OR ITS RESULTS SHALL BE UNINTERRUPTED OR ERROR-FREE.

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11. Miscellaneous. This Agreement constitutes the entire agreement between Buyer and Ahura with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral agreements, understandings and undertakings with respect to the subject matter hereof. Modifications may be made only in writing, signed by an authorized corporate officer of Ahura. The waiver of any term or condition or any breach thereof shall not affect any other term or condition of this Agreement. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Buyer shall not assign this Agreement without Ahura's prior written consent. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of any authority having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall remain in full force and effect. Ahura shall not be liable for failure to perform any of its obligations hereunder by reasons that are beyond its reasonable control, including, without limitation, fire, flood, earthquake, interruptions in supply, other natural disaster, war, embargo, riot or acts of terrorism.

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